

1855

AGREEMENT  
BETWEEN  
CITY OF HACKENSACK



AND  
HACKENSACK SCHOOL TRAFFIC GUARDS  
TEAMSTERS LOCAL 97 OF NEW JERSEY, A.F.L. - C.I.O.

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JULY 1, 1995 THROUGH JUNE 30, 1998

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PREAMBLE

THIS AGREEMENT entered into this 13<sup>th</sup> day of April 1995,  
by and between the City of Hackensack, New Jersey, hereinafter  
referred to as the "City", and the HACKENSACK SCHOOL TRAFFIC  
GUARDS, TEAMSTERS LOCAL 97 OF NEW JERSEY, A.F.L. - C.I.O.,  
hereinafter referred to as the "Union".

ARTICLE 1 - GENERAL/PUBLIC EMPLOYEES

1.1 General

In order to increase general efficiency within the Police  
Department of the School Traffic Guard Unit; to maintain the ex-  
isting harmonious relationship between the City and its employees  
and to promote the morale, rights, well-being, and sincerity of  
the Unit, the City and the Union hereby agree as follows:

1.2 Public Employees

The Union and the individual members of the Union are to  
regard themselves as public employees and are to be governed by  
the highest ideals of honor and integrity in all their public and  
personal conduct in order that they may merit the respect and  
confidence of the general public.

ARTICLE 2 - RECOGNITION

2.1 The City of Hackensack hereby recognizes the Teamsters  
Local 97 of New Jersey, A.F.L. - C.I.O., as the sole and exclusive  
representative of all regularly employed School Traffic Guards  
employed by the City excluding managerial executives, confidential

employees, police, professional employees, craft employees and supervisors within the meaning of the Act (Reference RO-88-196).

**ARTICLE 3 - WAGES AND STIPEND**

3.1 The hourly wage rates for all employees covered by this Agreement shall be as follows:

	<u>9/1/95-6/30/96</u>	<u>9/1/96-6/30/97</u>	<u>9/1/97-6/30/98</u>
New Hire	9.35	9.65	9.95
Returning Employee*	10.00	10.45	10.90

\*Returning from prior June

3.2 **Perfect Attendance Stipend -**

Each covered employee assigned to a post, shall receive an additional stipend of \$12 per month, payable in July or upon termination, for each month the employee reports to and completes all of his/her regularly assigned duties. The maximum allowable stipend shall be \$120 per school year.

3.3 **Minimum Hours Per Day -**

Effective upon contract execution, employees shall only be paid for hours actually worked at their scheduled duty assignments while school is in session. However, employees who work less than Three and One-Half (3 1/2) hours on a scheduled work day will receive Three and One-Half (3 1/2) hours pay for any such day, provided that the employee completes all of his/her assigned duties for that day. This guarantee of Three and One-Half (3 1/2) hours minimum pay per work day shall not apply to special duty

assignments or when schools are closed for any reason.

#### 3.4 SNOW DAYS

Effective upon contract execution, the City agrees that on those days wherein the Hackensack School System is closed due to snow, each School Traffic Guard, actively employed and assigned to a post, shall receive pay of one (1) hour for that snow day, without respect to notification of school closings.

The maximum number of snow days per school year shall be four (4).

### ARTICLE 4 - DAYS AND HOURS OF DUTY

4.1 The days of duty and hours of work at the various crossing posts shall be established by the Police Department to insure the safety of school children during the school year.

### ARTICLE 5 - ABSENCE FROM DUTY

5.1 In the event that an employee is unable to report for duty at any of his/her assigned daily duty periods, he/she must notify (telephone) the Traffic Division of the Police Dept., within one (1) hour prior to the time set for the employee to be at his/her post.

5.2 When an employee does not report for duty for a period of greater than three (3) days or totaling more than ten (10) days in an eight (8) month period because of sickness, he/she shall show proof of his/her inability to work by submitting to the

employee's supervisor, if requested, a certificate signed by a reputable physician in attendance, to the effect that the said employee was not, on the date or dates of their absence, physically able to perform any duty connected with his/her job. In case the absence is due to a contagious disease, a certificate from the Department of Health shall be required. If requested, the employee shall submit to an examination by a physician appointed by the City to substantiate such illness.

5.3 Failure to supply the required medical certifications are grounds for termination of employment.

#### ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 The purpose of the grievance procedure shall be to settle all grievances between the City and the Union as quickly as possible, so as to insure efficiency and promote employee's morale.

6.2 A grievance shall be defined to mean an alleged violation by an employee, group of employees, or the Union or by the City of a specific provision of this Agreement.

6.3 No settlement of a grievance presented by an employee shall contravene any provisions of this Agreement.

#### **PROCEDURE:**

- a. The matter shall first be discussed orally with the employee's immediate supervisor within 7 calendar days of occurrence giving rise to the grievance. If such discussion does not resolve the grievance, it may be processed to the next step.

- b. Within 7 calendar days from receiving a final answer from the employee's immediate supervisor, the grievance shall be presented in writing, to the Department Head who shall arrange for such meetings and make such investigations as are necessary to give his answer in writing within 7 calendar days of the receipt of the grievance. If this answer does not resolve the grievance, it may be processed to the next step.
- c. Within 7 calendar days of the transmittal of the written answer by the Department Head, either party may then request a hearing before the City Manager. Either party may appeal the City Manager's ruling to the N.J. Department of Personnel or the Public Employment Relations Commission to provide arbitration service, or submit the grievance to the arbitration panel established by the Governor under the provisions of P.L. 1968, c.303 New Jersey Employer-Employee Relations Act. The authority of the arbitrator shall be limited to the interpretation and application of this Agreement. He shall have no right to add to or subtract from the Agreement.

6.4 The decision of the arbitrator shall be final and binding on all parties. Any expenses incidental to arbitration shall be borne by the party losing the appeal

## ARTICLE 7 - MANAGEMENT RIGHTS

### 7.1 Management Rights

- a. The Union recognizes that the City man not, by agreement, delegate authority and responsibility which by law are imposed upon and lodged with the City.
- b. The City reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the rulings of the New Jersey Dept. of Personnel to do the following:
  1. To direct employees of the City.
  2. To hire, assign, promote, transfer and retain employees covered by this Agreement with the City or to suspend, demote, discharge, or take disciplinary action against employees.

3. To make work assignments and work and shift schedules.
4. To relieve employees from duties because of lack of work, or other legitimate reasons.
5. To maintain the efficiency of the City operations entrusted to them.
6. To determine the methods, means and personnel by which such operations are to be conducted.

#### ARTICLE 8 - UNIFORM AND UNIFORM ALLOWANCE

8.1 Each eligible employee shall earn a uniform allowance of \$15.00 per month (Sept. to June only) in accordance with the following:

- a) Allowance shall be paid at the end of the school year or upon termination.
- b) Employee must work more than 50% of the assigned work days per month to receive credit for uniform allowance for that month.
- c) Employee must wear the prescribed uniform each day on duty. Failure to report to the assigned post without the prescribed uniform will result in loss of uniform allowance credit for that month.
- d) Employee must keep his/her uniform clean and presentable. Failure to maintain the uniform will result in loss of uniform allowance credit for that month.

8.2 Prescribed uniform shall be defined as follows and provided as noted:

<u>UNIFORM</u>	<u>PROVIDED BY</u>
Hat	City
Badge	City
Stop Sign	City
Whistle	City
Reflective Vest	City
Lt. Blue Shirt	Employee
Black Neck/Bow Tie	Employee
Blue Jacket	Employee

<u>UNIFORM -continued</u>	<u>PROVIDED BY</u>
Blue Slacks/Skirt	Employee
Black Shoes	Employee
Orange Coat	City

8.3 All City provided uniform components shall remain the property of the City and must be returned to the Police Dept., cleaned and in good repair at the end of the school year or upon termination. Failure to return said items cleaned and in good repair to the Police Department may subject the employee to an assessment for cleaning, repair or replacement of said item(s).

8.4 The Hackensack Police Department shall determine the prescribed uniform for all School Traffic Guards for the different seasons of the work period.

8.5 Failure to properly use safety equipment while on duty constitutes a serious safety hazard and will subject the employee to disciplinary procedures.

#### ARTICLE 9 - DRUG PRESCRIPTION PLAN

9.1 The City and the Union agree to provide a group prescription plan for eligible employees administered by General Prescription Programs, Inc., through Teamsters Local 97, 853 Mt. Prospect Avenue, Newark, New Jersey, 07104 under the following provisions:

1. The City agrees to pay \$24.65 per eligible employee, per month, to Teamsters Local 97, for the drug prescription plan. Any cost increases during the term of this Agreement shall be borne by the employee or Union.
2. An "eligible employee" shall be defined as any School Traffic Guard who has completed three (3) full calendar months of consecutive employment prior to enrollment in the drug prescription plan.

- a) An eligible employee's plan coverage shall continue during the period of summer recess, but will be terminated if the eligible employee fails to report for work when the school session commences the next fall.
- b) An eligible employee's plan coverage will terminate upon termination of employment and during any period wherein said employee is on a Leave of Absence for greater than 30 days.
- c) An eligible employee who terminates employment and later returns shall complete three (3) full calendar months of employment before becoming eligible for plan enrollment.

3. The Drug Prescription Plan shall cover the eligible employee, his/her spouse and eligible dependent children until their 19th birthday.
4. The eligible employee shall pay, utilizing approved pharmacies, \$9.00 per prescription for name brand drugs and \$1.00 per prescription for generic drugs.

9.2 Nothing contained herein shall preclude the City from self-insuring this benefit or assigning same to another insurance company provided, however, that the coverage provided by such change shall not be substantially different from that previously enjoyed.

#### ARTICLE 10 - TRAINING

10.1 Each new and returning School Traffic Guard will be responsible to attend training sessions sponsored by the Hackensack Police Department as deemed necessary.

#### ARTICLE 11 - PHYSICAL EXAMINATIONS

11.1 The City may, at its sole cost and discretion, direct any or all School Traffic Guards to be examined by a trained medical professional to insure that no uncorrected deficiencies

exist which could impair the safe and proper performance of their assigned duties.

ARTICLE 12 - PROTECTION OF PROPERTY AND EQUIPMENT

12.1 It shall be the responsibility of any employee having custody of any equipment and property to see that it is properly cared for, kept clean and returned to its place of storage.

ARTICLE 13 - UNION ACTIVITIES

13.1 The Union President or his/her designated representative shall be given time off with pay for attendance at unfair practice proceedings and for the processing of grievances, including arbitration. The President and one (1) union member shall be given time off with pay for collective bargaining meetings, inclusive of arbitration, provided that this time off is with the Police Chief's permission and does not adversely affect the safe and efficient delivery of School Traffic Guard services.

ARTICLE 14 - DUES DEDUCTIONS/AGENCY SHOP

14.1 The City shall deduct Union dues in accordance with State statutes and remit the sum so deducted to the Treasurer of the union.

14.2 Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten

(10) days or re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer.

14.3 The Union agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the City at the request of the Union under this Article.

#### ARTICLE 15 - DURATION

15.1 Except as this Agreement shall otherwise provide, it shall become effective upon passage by the City Council of the City of Hackensack and shall commence July 1, 1995, and continue in effect until June 30, 1998. This Agreement shall continue in full force and effect until superseded by another Agreement provided both sides mutually agree.

15.2 This Agreement contains the full and entire understanding of the parties in its full and final settlement of all wages and terms and conditions of employment.

15.3 The parties agree that the Union shall be supplied with a reasonable number of copies of this Agreement.

HACKENSACK SCHOOL TRAFFIC GUARDS  
TEAMSTERS LOCAL NO. 97 A.F.L.- C.I.O.

CITY OF HACKENSACK

John H. Garrow

John Garrow

Attest: John H. Garrow

Attest:

Frank L. Duke  
city clerk

John H. Garrow 12/18/91  
Attest: John H. Garrow  
City Manager

SIDE BAR AGREEMENT

1. Each year, ten (10) days prior to the commencement of the Hackensack Public School year, the Traffic Division of the Hackensack Police Department shall post a listing, in the Traffic Division Office, of all duty assignments for School Traffic Guards. This posting shall remain for ten (10) days.
2. During the school year, the Traffic Division of the Hackensack Police Department shall post, in the Traffic Division Office, a notice indicating when a specific post has been vacated due to termination or resignation. This notice shall remain posted for ten (10) days, during which time a School Traffic Guard may submit a written request for consideration for a transfer to the vacated position.

The City reserves unto itself the sole discretion regarding employee assignments under management rights.